

## **EVENT MANAGEMENT AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_,  
*(Run/Walk Event Manager)*(the “Event Manager”), \_\_\_\_\_ and The National September 11 Memorial and Museum at the World Trade Center Foundation, Inc. (the “9/11 Memorial”).

### **ACKNOWLEDGEMENTS**

- **WHEREAS**, the 9/11 Memorial shall engage the Event Manager as an independent contractor, and not as an employee, to perform certain services for the 9/11 Memorial in connection with the First Annual 9/11 Memorial 5K Run/Walk (“Run/Walk”), as more fully set forth in Attachment “A”;
- **NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Event Manager and the 9/11 Memorial do hereby agree as follows:

### **AGREEMENTS**

1. **Licensed Marks:**

- A. The 9/11 Memorial does hereby grant to Event Manager a limited non-exclusive license to use the 9/11 Memorial name and the First Annual 9/11 Memorial 5K Run/Walk name and accompanying logo service marks (the “Licensed Marks”) solely in connection with the promotion and management of the Run/Walk and Run/Walk-related events, provided Event Manager complies with the terms and conditions contained in this Agreement. Event Manager will present to the 9/11 Memorial for its approval, prior to printing, distribution, publication, display, or use, any and all promotional materials and scripts of all statements, oral or written, to be made by Event Manager, its agents or spokespersons, which use or refer to said Licensed Marks. Such materials or statements must be of a high quality, consistent with the outstanding public image of the 9/11 Memorial.
- B. The Event Manager shall not use the Licensed Marks for any event or purpose other than the Run/Walk and Run/walk-related events.
- C. The authority of the Event Manager to use the Licensed Marks commences upon the effective date of this Agreement and terminates upon the expiration of the term of this Agreement or upon termination of this Agreement, whichever shall occur first.

- D. The Event Manager shall not sublicense, transfer or assign the use of the Licensed Marks to any person or entity, including sponsors and/or vendors, without the prior written consent of the 9/11 Memorial.
2. **Services:** Event Manager's primary responsibility shall be to plan, direct and implement all aspects of the Run/Walk and Family Festival in accordance with the 9/11 Memorial's directions, policies and procedures. Specifically, during the term of this Agreement, as set forth herein, the Event Manager shall, for the benefit of the 9/11 Memorial, provide the services set forth in Attachment "A", attached hereto and incorporated herein for all purposes. In connection therewith, Event Manager shall execute a Conflict of Interest and Disclosure Statement contemporaneously with the execution of this Agreement. Unless otherwise expressly agreed in writing by the parties hereto, Event Manager shall have no authority to, and shall not, (i) make any statement on behalf of the 9/11 Memorial, or (ii) bind or otherwise obligate the 9/11 Memorial to any contract at any time.
  3. **Term of Agreement:** The term of this Agreement shall be effective from the date first set forth above through \_\_\_\_\_, the scheduled date for completion of the Run/Walk ("Term"). However, the Event Manager's financial and certain other obligations noted herein shall continue in effect until such responsibilities have been completed.
  4. **Fees:** As consideration for the services provided hereunder by Event Manager, the 9/11 Memorial shall pay Event Manager a fee of \_\_\_\_\_ Dollars, as set forth in the Run/Walk budget, attached hereto as Attachment "B" and incorporated herein for all purposes ("Fee"). The 9/11 Memorial shall pay Fees as follows:
    - Invoice 1: 30% due upon signing of the contract.
    - Invoice 2: 40% two months prior to the Run/Walk.
    - Invoice 3: 20% -the month of the Run/Walk.
    - Invoice 4: 10% - the month after the Run/Walk.
  5. **Expenses:** Event Manager shall be reimbursed by the 9/11 Memorial for reasonable and authorized expenses incurred in connection with the services provided by Event Manager hereunder and which are within the approved budget set forth in Attachment "B" ("Expenses") [NOTE: BUDGET TO COME AFTER BID PROCESS IS COMPLETED]. Any Expenses exceeding such budgeted amounts must be pre-authorized, in writing, by the 9/11 Memorial. Event Manager must provide to the 9/11 Memorial receipts satisfactory to the 9/11 Memorial for all Expenses incurred by Event Manager for which reimbursement is sought.
  6. **Invoices:** Event Manager shall submit invoices to the 9/11 Memorial for Fees and the reasonable and authorized Expenses incurred by Event Manager described above, addressed as follows:

Pnina Michelson  
National September 11 Memorial and Museum  
One Liberty Plaza  
20<sup>th</sup> floor  
New York, NY 10006

The 9/11 Memorial will pay Expenses on a monthly basis after Expenses have been incurred and substantiated.

7. **Representations and Warranties:** Event Manager represents and warrants that all services performed under this Agreement will be of professional quality conforming to generally accepted industry practices. Services performed by Event Manager which are determined by the 9/11 Memorial to be of less than professional quality shall, at the 9/11 Memorial's option, be corrected by Event Manager, at Event Manager's expense.
8. **Relationship of Parties:** The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such parties have no legal relationship other than as contracting parties to this Agreement. The Event Manager shall not act or represent or hold itself out as having authority to act as an agent or partner of the 9/11 Memorial or in any way bind or commit the 9/11 Memorial to any obligations, without the prior written consent of the 9/11 Memorial.
9. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such party thereafter from enforcing such provision or any other provision of the Agreement. The rights and remedies granted to both parties herein are cumulative and the election of one shall not constitute a waiver of such party's rights to assert all other legal remedies available under the circumstances.
10. **Termination:** This Agreement may be terminated (i) by either party upon breach by the other party of any of the material provisions of this Agreement, which breach remains uncured for twenty (20) days from the date of receipt of written notice from the non-breaching party to the other party specifying such breach; (ii) immediately upon written notice by the 9/11 Memorial if the Event Manager engages in unauthorized activities including, but not limited to, unauthorized uses of the Licensed Marks or breach of any of the provisions of this Agreement relating to confidentiality or activities which jeopardize the tax-exempt status of the 9/11 Memorial and the Event Manager does not cure within five (5) days upon receiving notice (or without notice or cure period if incurable or the assets of the 9/11 Memorial are at risk); or (iii) by the mutual written agreement of the parties.

11. **Indemnification:** The 9/11 Memorial agrees to indemnify and hold Event Manager harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Event Manager may incur by reason of any third-party claim or suit arising out of or in connection with the 9/11 Memorial's negligence, gross negligence, intentional misconduct or failure to perform pursuant to this Agreement.

Event Manager agrees to indemnify and hold the 9/11 Memorial harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the 9/11 Memorial may incur by reason of any third-party claim or suit arising out of or in connection with Event Manager's failure to perform pursuant to this Agreement, as well as the negligence, gross negligence, or intentional misconduct of Event Manager, its employees, agents and representatives, contractors or subcontractors, including the employees and representatives of said contractors or subcontractors.

This Section shall survive the termination or expiration of this Agreement.

12. **Insurance:** Event Manager shall at all times during the term of this Agreement maintain current comprehensive general liability insurance coverage in the minimum amount of \$3 Million (Three Million Dollars) per occurrence. The Event Manager shall provide a certificate of insurance evidencing such coverage to the 9/11 Memorial, and shall name the 9/11 Memorial as additional insureds thereon solely with respect to the events and activities which are the subject of this Agreement.

Additionally, the Event Manager shall obtain insurance covering all Run/Walk participants and any incident related to the Run/Walk on the day prior to the Run/Walk, on the day of the Run/Walk, or at any time related to the Run/Walk and name the 9/11 Memorial as additional insureds.

Event Manager shall obtain Certificates of Insurance as set forth in Attachment A.

13. **No Assignment:** No party hereto may assign or transfer its rights or obligations arising under this Agreement, without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.
14. **Authority:** Each party hereto represents and warrants to the other that it has the authority to enter into this Agreement and that it is not a party to any other Agreement which prohibits it from entering into this Agreement or which renders any provision of this Agreement ineffective or unenforceable.
15. **Governing Law and Forum:** This Agreement and any dispute arising under or relating to it directly or indirectly shall be governed and interpreted under New York State law, without giving effect to its conflict of law provisions.
16. **Notice:** Any notice by either party to the other under this Agreement shall be in writing and shall be addressed as set forth below, provided, however, that if either party shall have designated a different address by written notice to the other, then such notice shall

be provided to the last address so designated. In the event that either party changes its mailing address, phone number, or fax number, such party shall provide the other party a five (5) day advance written notice of such change.

If to the 9/11 Memorial, notice shall be addressed to:

Pnina Michelson  
National September 11 Memorial & Museum  
One Liberty Plaza  
20<sup>th</sup> floor  
New York, NY 10011

If to the Event Manager, notice shall be addressed to:

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17. **Confidential Information:** The Event Manager acknowledges that it and its employees, agents or representatives may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the 9/11 Memorial, including, but not limited to, Run/Walk participant lists, donor lists and amounts donated, plans for upcoming events that have not yet been announced and other matters. Any and all information obtained by the Event Manager or its officers, directors, employees, agents and representatives in the performance of this Agreement which relates to the 9/11 Memorial shall be deemed to be part of the 9/11 Memorial's confidential and proprietary information for the purposes of this Agreement (the "Confidential Information"). The Event Manager shall cause each of its officers, directors, employees, agents and representatives to hold all Confidential Information disclosed to it by reason of this Agreement confidential and shall not disclose any such information to any other party. The Event Manager agrees not to use Confidential Information for any purposes whatsoever other than for the provisions of services to the 9/11 Memorial hereunder. Upon the expiration or termination of this Agreement, Event Manager shall immediately return any and all Confidential Information, and any and all copies thereof, to the 9/11 Memorial. The parties agree that in the event of a breach of this provision damages may not be an adequate remedy, and the 9/11 Memorial shall be entitled to injunctive relief to restrain any such breach, threatened or actual, with no or minimal surety bond. This section shall survive the termination or expiration of this Agreement.
  
18. **Cooperation:** To the extent that the 9/11 Memorial retains any other entity to engage in activities on behalf of the 9/11 Memorial compatible with Event Manager's

responsibilities, Event Manager agrees to cooperate with any such entities with respect to such activities.

19. **Entire Agreement:** This Agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

**[EVENT MANAGER]**

**NATIONAL SEPTEMBER 11  
MEMORIAL & MUSEUM at THE  
WORLD TRADE CENTER  
FOUNDATION, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "A"**  
**Run/Walk Event Manager Duties**

**IV. SERVICES REQUIRED**

9/11 MEMORIAL RESPONSIBILITIES

- Choose Run/Walk registration company
- Approve budget
- Recruit volunteers
- Recruit sponsors
- Create and obtain sponsor agreements
- Recruit celebrities and speakers
- Recruit individual event participants
- Approve acquisition of all rental equipment
- Create all ad placement, copy and design
- Design, copy, layout and print posters, if appropriate
- Produce and implement public relations plan and oversee press relations
- Design event t-shirt
- Determine and order appropriate number of t-shirts
- Oversee the creation of the 5K website, including application for registration and donations
- Work with appropriate City agencies, including but not limited to NYPD, Parks Department, EMS, etc.

## EVENT MANAGEMENT COMPANY SERVICES REQUIRED

### RUN/WALK PRODUCTION

- A. Run/Walk Development, Operations, Production and Execution
- Work with 9/11 Memorial staff to ensure the Run/Walk's success
  - Communicate in a timely manner
  - Prepare project management timeline for Run/Walk
  - Secure permits with the appropriate government agencies
  - Work with other stakeholders, including City agencies, where appropriate
  - Prepare and oversee event budget
  - Assist with creating and managing day of event programming design and décor
  - Assist with creating online reservation system for Run/Walk
  - Coordinate and manage pre-Run/Walk logistics
  - Coordinate and supervise all aspects of Run/Walk set-up and Run/Walk event day
  - Source, select and manage all event vendors
  - Manage warehousing, shipping, inventory and transportation
  - Plan site and ground layouts and create maps
  - Assist with determining and obtaining materials needed for t-shirt and bib distribution both pre-run/walk and day of event (including rental equipment) and handle pre-event/event day distribution of bibs and t-shirts
  - Hire labor and install/strike all Run/Walk day equipment and materials
  - Create and execute on-site staffing plan
  - Manage non-Memorial staff/volunteers and hire and pay non-Memorial event staff
  - Assist with recruiting and training of volunteers
  - Manage water stations along route
  - Design and produce numbered bibs

- Assist with recruiting event sponsors
- Assist with recruiting individual event participants
- Assist with coordinating and managing additional Run/Walk services (A/V, supplies, equipment, rentals, and staging)
- Assist with management in the cleaning of Run/Walk course, if needed
- Secure USAT&F measurement and certification, if appropriate
- Assist with crafting Run/Walk security and safety and emergency response plan
- Work with appropriate City agencies, including but not limited to NYPD, Parks Department, EMS, etc.
- Obtain certificates of insurance from any party that will be erecting, assembling or otherwise responsible for scaffolding, tents, bleachers, stage or other temporary structures at the Run/Walk site. The certificate of insurance must name both the National September 11 Memorial & Museum, and the City of New York as additional insureds, and must show insurance liability limits in minimum face amount of three million dollars per occurrence.
- Obtain certificates of insurance from all other vendors, concessionaires, contractors or other third parties that will be providing goods and/or services at the Run/Walk. The certificate of insurance must name both the National September 11 Memorial & Museum and the City of New York as additional insureds.

#### B. Run/Walk Programming

- Coordinate all event day programming
- Assist in sourcing and hiring musical act(s), emcee, celebrities, speakers, and other talent as identified to be important by the 9/11 Memorial
- Assist with Run/Walk timing/scripting
- Assist with management of Run/Walk start programs

#### C. Post Run/Walk Family Day

- Create and manage all aspects of the family day
- Engage food vendors
- Develop stage program with local talent

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- Assist with creating and managing day of event design and décor
- Assist with management of event vendors

D. Run/Walk Recaps

- Create and provide post-event evaluation and analysis
- Create program recommendations